

Spotsylvania Towne Centre

*Please reply to: 5577 Youngstown-Warren Road
Niles, Ohio 44446
Phone (330) 747-2661
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April 9, 2019

County of Spotsylvania
9104 Courthouse Road
Spotsylvania, Virginia 22553

File: Lease by and between Spotsylvania Mall Company ("Landlord") and County of Spotsylvania, d.b.a. "Central Rappahannock Regional Library" ("Tenant"); Unit No. 390 ("Demised Premises"); Spotsylvania Towne Centre ("Shopping Center"); Fredericksburg, Virginia

Re: Letter Agreement

Dear Tenant:

I am authorized by the above-referenced Landlord to offer this Letter Agreement for execution by you in your capacity as Tenant. By the entry of your authorized signature below, you as Tenant hereby agree to the following:

1. The "Effective Date" of this Letter Agreement will be the date of mutual execution.
2. Landlord hereby grants Tenant a revocable license to install a drop box for use by Tenant's patrons to return library materials (the "Drop Box"). The Drop Box will be located in the area identified on Exhibit A of this Letter Agreement.
3. Subject to appropriations, Tenant, at its sole cost and expense, will be responsible to construct and install the Drop Box in accordance with plans and specifications that will be subject to Landlord's prior written approval, and all applicable governmental laws, codes, rules and regulations. In addition, Tenant, at its sole cost and expense, will be responsible to fabricate and install all signage related to the Drop Box, which signage will also be subject to Landlord's prior written approval.
4. Subject to appropriations, Tenant, at its sole cost and expense, shall maintain, repair, and/or replace the Drop Box and signage as necessary or as reasonably required by Landlord. Tenant will also be required to repair any damage to Landlord's property including, but not limited to, pavement, concrete, and

landscaping, caused by the installation, use, maintenance, repairs, replacement or removal of the Drop Box or related signage.

5. Landlord, in its sole discretion, will have the absolute right to revoke the license granted herein by providing Tenant with 45 days' prior written notice.
6. Tenant acknowledges and agrees that Landlord will not be liable for any costs or expenses related to the installation, use, maintenance, repairs, replacement or removal of the Drop Box or related signage.
7. Upon the earlier to occur of: (a) the expiration or earlier termination of the Lease, or (b) the revocation of the license granted herein, Tenant covenants and agrees to remove the Drop Box and related signage and restore such location to the same condition as it was in prior to Tenant's installation of the Drop Box including, but not limited to, the repair and/or restoration of all pavement and/or concrete.
8. All other terms, covenants and conditions of the Lease will remain unchanged.

Please indicate Tenant's acceptance of this Letter Agreement with an authorized signature below and return all three originals to me for Landlord's execution. If acceptable to Landlord's Real Estate Committee, upon mutual execution I will forward one fully-executed original to you for Tenant's file.

Sincerely,

A handwritten signature in blue ink, reading "Joseph A. Potkonicky, Jr." with a stylized flourish at the end.

Joseph A. Potkonicky, Jr.
Associate Counsel

JAP/seh

cc: Michele Kiernan

This Letter Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. This Letter Agreement may be executed by pdf file (or similar copy) sent by e-mail, and such transmission shall be valid and binding to the same extent as if it were an original.

AGREED AND ACCEPTED:

Landlord: Spotsylvania Mall Company

Tenant: County of Spotsylvania

By: _____

By: _____

Its: _____

Its: _____

Date: _____

Date: _____

EXHIBIT A



